

CLERK U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
SANTA ANA

2009 OCT 16 PM 2:26

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

SACV09-01205 JVS (MLGx)

REINALDO J. AYALA and BEVERLY R.
AYALA,

Plaintiff,

vs.

INDYMAC BANK, FSB; ONEWEST BANK;
MTC FINANCIAL, INC., dba TRUSTEE
CORPS; JPMORGAN CHASE BANK, N.A.;
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS; and DOES 1-10

Defendants.

) CASE NO.

Orange County Superior Court
Case No. 30-2009-00307266

NOTICE OF REMOVAL OF
ACTION UNDER 28 U.S.C.
§§ 1441(b), 1446
(Federal Question)

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

PLEASE TAKE NOTICE that Defendant MTC FINANCIAL INC. dba TRUSTEE
CORPS hereby removes to this Court the State Court action described below.

On September 30, 2009 an action was commenced in the Superior Court of the State
of California in and for the County of Orange, entitled REINALDO J. AYALA and
BEVERLY R. AYALA, Plaintiffs, vs. INDYMAC BANK, FSB; ONEWEST BANK; MTC
FINANCIAL, INC. dba TRUSTEE CORPS; JPMORGAN CHASE BANK, N.A.

MORTGAGE ELECTRONIC REGISTRATION SYSTEM; and DOES 1 - 10, Defendants,
as Case No. 30-2009-00307266. A true and correct copy of that Complaint is attached hereto
as Exhibit "A." A copy of the Summons is attached hereto as Exhibit "B." A true and correct
copy of the Notice of Pendency of Action is attached hereto as Exhibit "C".

This action is a civil action of which this Court has jurisdiction and is one which may be removed to this Court by Defendant pursuant to the provisions of 28 U.S.C. §1446 in that it contains claims arising under 15 U.S.C. §1601, et seq., commonly known as TILA (Truth in Lending), 15 U.S.C. §1637 (Ownership and Equity Protection Act (“HOEPA”) and the Racketeer Influenced and Corrupt Organization Act (“RICO), 18 U.S.C. §§1961-1968.

TURNER, REYNOLDS, GRECO & O'HARA

By:

RICHARD J. REYNOLDS
Attorneys for Defendant
MTC FINANCIAL, INC. dba TRUSTEE CORPS

Dated: October 15, 2009

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

SEP 30 2009

ALAN CARLSON, Clerk of the Court

BY N. DOREMAN, DEPUTY

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4 By: Annette L. Goudy, SBN 152608

5 ATTORNEYS FOR Plaintiffs

6
7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF ORANGE

9
10 REINALDO J. AYALA and
11 BEVERLY R. AYALA

12 Plaintiffs

13 VS.

14 INDYMAC BANK FSB ; ONEWEST BANK;
15 MTC FINANCIAL, INC., dba TRUSTEE
CORPS; JPMORGAN CHASE BANK, N.A.;
16 MORTGAGE ELECTRONIC
REGISTRATION SYSTEM; and DOES 1 - 10

30-2009

Case No.

00307266

COMPLAINT

1. DECLARATORY RELIEF
2. INJUNCTIVE RELIEF
3. FRAUDULENT MISREPRESENTATION
4. BREACH OF FIDUCIARY DUTY
5. UNJUST ENRICHMENT
6. CIVIL CONSPIRACY
7. CIVIL RICO
8. COMPLAINT TO QUIET TITLE
TO REAL PROPERTY
9. USURY and FRAUD

JUDGE DAVID R. CHAFFEE

C-20

19
20 The Plaintiffs, and each of them, complain of the Defendants and for cause of action allege
21 as follows:

22 GENERAL ALLEGATIONS COMMON TO ALL CLAIMS FOR RELIEF

- 23 1. This is an action for Declaratory and Injunctive Relief relating to an attempt to
conduct a foreclosure sale of real property, and probable eviction-related proceedings to follow.
- 24 2. Plaintiffs, and each of them have been at all times material hereto residents of Orange
County, California, and of adult age. The acts and events alleged herein occurred or are occurring in
Orange County, California so far as is known to the Plaintiffs.

1 3. Defendant INDYMAC BANK FSB, hereinafter referred to as "INDYMAC," is
2 believed to be and to have been at all times material hereto a California corporation with an address
3 of 155 N. Lake Avenue, Pasadena, CA 91101.

4 4. Defendant ONEWEST BANK hereinafter referred to as "ONEWEST," is believed to
5 be and to have been at all times material hereto an California corporation with offices located at 888
6 Walnut Street, Pasadena, California 91101.

7 5. Defendant, MTC FINANCIAL, INC, dba TRUSTEE CORPS hereinafter referred to
8 as "MTC," is believed to be and to have been at all times material hereto a California Corporation
9 whose address is 30 Corporate Park, Suite 400, Irvine, CA 92606.

10 6. Defendant, JPMORGAN CHASE BANK, N.A., hereinafter referred to as "CHASE",
11 is believed to be and to haave been at all times material hereto a Delaware Corporation with
12 principal offices at Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County,
13 Delaware 19801.

14 7. Defendant MORTGAGE ELECTRONIC REGISTRATION SYSTEM, hereinafter
15 referred to as "MERS," is believed to be and to have been at all times material hereto a Delaware
16 Corporation whose address is P.O. Box 2026 Flint, MI 48501.

17 8. Defendants named above are subject to the jurisdiction of this court pursuant to
18 California *Code of Civil Procedure* §410.10 and relevant case law pertaining thereto. Defendants
19 have invoked the benefits and protections of California laws by purposefully seeking to avail
20 themselves of California's relevant foreclosure laws in connection with a Trustee's sale concerning
21 the California real property which is the subject of this action.

22 9. The real property which is the subject of this action is located at 23691 Sidney Bay,
23 Dana Point, California, 92629, hereinafter referred to as "the property," and is further described as
24 Assessor's Parcel Number 672-081-38 and further described as Lot 38 of Tract No. 6883, in the City
25 of Dana Point, County of Orange, State of California, as per Map recorded in Book 269, Pages 15,
26 16 and 17 of Miscellaneous Maps, in the Office of the County Recorder of Said County. Parcel 2: A
27 non-exclusive easement for the purposes set forth in and over the land described in Paragraph 5 of the

1 Supplementary Declaration of Covenants, Conditions and Restrictions recorded February 4, 1971 in
2 Book 9527, Page 237, Official Records. This conveyance is made and accepted and said property is
3 hereby granted subject to that certain Declaration of Establishment of Protective Covenants,
4 Conditions and Restrictions recorded December 3, 1969 in Book 9153, Page 259, Official Records,
5 and the Supplementary Declaration of Covenants, Conditions and Restrictions recorded February 4,
6 1971 in Book 9537, Page 237, Official Records, and the Covenants, Conditions, Restrictions, Rights,
7 Easements, Reservations, Benefits and Burdens therein contained, each and all of which are hereby
8 expressly incorporated herein by reference as though set out herein in full.

9
10 10. On or about June 10, 2005, Plaintiff is purported to have executed a First Deed of
11 Trust and an Adjustable Rate Interest Only Note in favor of Defendant INDYMAC BANK FSB with
12 Alliance Title of America, Inc., as Trustee.

13
14 11. On or about January 3, 2006, Plaintiffs are purported to have executed a Second Deed
15 of Trust/Revolving Line of Credit and Variable Interest Rate in favor of Defendant JPMORGAN
CHASE BANK, N.A. and JPMORGAN CHASE BANK, N.A., as Trustee.

16
17 12. A Notice of Trustee's Sale of Real Property Under Deed of Trust was recorded on or
18 about October 1, 2009 in the Official Records of Orange County with Defendants MTC
19 FINANCIAL INC. dba TRUSTEE CORPS., named as Substituted Trustee.

20
21 13. Upon information and belief, Plaintiffs, and each of them, believes and alleges that
22 Defendants have no Note executed by the Plaintiffs in connection with the transactions represented
23 by this lawsuit. It is also not clear whether anyone has a security interest in the Plaintiff's home.
The Plaintiffs are the owner of record according to the Orange County California Recorder's records.

24
25 14. Plaintiffs, and each of them upon information and belief alleges that such documents
and legal standing necessary to conduct a foreclosure sale do not exist at this time and that
26 Defendants INDYMAC BANK FSB ; ONEWEST BANK; MTC FINANCIAL, INC., dba
27 TRUSTEE CORPS; JPMORGAN CHASE BANK, N.A.; MORTGAGE ELECTRONIC

1 REGISTRATION SYSTEM; and DOES 1 - 10 do not have them. Therefore, MTC FINANCIAL,
2 INC., dba TRUSTEE CORPS., does not have documentary authority and legal standing essential to
3 the foreclosure and Trustee Sale that is being wrongfully attempted by the Defendants. Non-judicial
4 process was never intended and could never be constitutionally applied as a mere trick to avoid due
5 process. If the Defendants wish to initiate foreclosure they must, whether it is judicial or
6 non-judicial process, possess the attributes of the basic jurisdictional elements of standing and they
7 must possess the attributes of being authorized to proceed by the true parties in interest, i.e. the
8 necessary and indispensable parties. The fact that California allows non-judicial foreclosure process
9 does not grant carte blanche to any wily person or entity to try its hand at foreclosure and see if they
10 can get away with it. The purpose of non-judicial foreclosure was to grant a "privilege" to lenders
11 who in "non contested" cases were going to foreclose and ease the burden on the court system. This
12 is not a non contested foreclosure, and Defendants do not have legal standing to attempt foreclosure.

13 15. Defendants completed a Form 1003 Standard Mortgage Application and also a Form
14 4506 T which allows a potential mortgage lender to obtain and review the potential borrowers'
15 income tax returns. Plaintiffs's average tax reported income for the two years previous to this
16 alleged loan was approximately \$25,000 per year. Petitioner's payment is approximately \$3,800 per
17 month. This is ONE HUNDRED EIGHTY TWO PERCENT (182%) of the Plaintiffs's income.
18 This is clearly a DE FACTO PREDATORY LOAN and was made in violation of the Plaintiffs's best
19 interest. This was fraud and a breach of fiduciary duty on the part of the Defendants and by its
20 nature made this loan a Predatory loan in the sense that there was little if any possibility that the
21 Plaintiffs would be successful in repaying such an alleged loan.

22 Default Provisions of the RESPA statute provide that silence on the part of the Lender is
23 admission of the violations alleged and calls for the immediate removal of any and all liens and or
24 clouding title interests in the property or the collateral connected to the Plaintiffs.
25

26 16. Upon information and belief, Plaintiffs, and each of them, believes and alleges each
27 of their credit has been damaged by the credit reporting practice of the Defendants. Plaintiffs request
28

1 Defendants be ordered to remove all negative derogatory entries from the credit record of both
2 Plaintiffs.

3 17. Upon information and belief, Plaintiffs, and each of them, allege that the Defendants
4 INDYMAC, ONEWEST BANK, and/or JPMORGAN CHASE may have sold any purported Note
5 that may have been connected with this property. Plaintiffs also believe no such Note is in
6 possession of Defendants which is a prerequisite to any foreclosure action. If there is not Promise to
7 Pay, then there can be no foreclosure for lack of payment. Whatever alleged note that may or may
8 not have existed at one time was sold like a cookie that had been crumbled and its crumbs cast to
9 multiplied thousands of potential purchasers. So who now is in fact the true Holder in Due Course
10 of any such alleged Note? It is unclear exactly who if anyone is the true holder in due course of any
11 note allegedly executed by the Plaintiffs. Certainly, the burden of proof rests upon the Defendants to
12 prove beyond any shadow of a doubt that they are in fact the current holder in due course of any
13 alleged note. If the Court allowed the Defendants to foreclose on Plaintiffs, then the Court would be
14 a party to an action that would place the Plaintiffs in FINANCIAL DOUBLE JEOPARDY. For if
15 the defendants were allowed to foreclose, what would happen if a true holder in due course of the
16 note appeared in the future and demanded payment, or demanded property as collateral for the note?
17

18 18. Plaintiffs, and each of them have examined the available documentation pertaining to
19 this alleged transaction and, upon information and belief, further alleges the following:

20 a. Defendants have no existing Note giving any legal authority to anyone to
21 foreclose upon Plaintiffs' property pertaining to this transaction and or to attempt to sell Plaintiffs'
22 home.

23 b. Even if such Note does exist, there is no contract, agreement, or connection
24 between the original alleged lenders Defendants INDYMAC, ONEWEST BANK, and/or
25 JPMORGAN CHASE whereby the former has any lawful authority to affect a change of Trustee
26 and/or foreclose on Plaintiffs' property and/or order a Trustee Sale of Plaintiffs' property.
27

c. There is no legal provision or language under any alleged "Substitution of Trustee" which assigns or transfers any ownership, possessory or other rights, under either the alleged Note or the Deed of Trust granting such rights to any other person or legal entity.

4 d. There is no legally effective assignment of the legal rights under either the
5 alleged Note or the Deed of Trust to any other person or legal entity.

7 19. Defendant MTC FINANCIAL, INC. dba TRUSTEE CORPS. has recorded in the
8 Official Records of the County Recorder of Orange County a "Notice of Trustee's Sale" whereby
9 said Defendant now is attempting to sell at auction to the highest bidder the property described
10 herein and owned by Plaintiffs as her home. The said "Notice of Trustee Sale" does not set forth the
11 identity of the true current owner and holder of any alleged Note or Deed of Trust.

FIRST CAUSE OF ACTION

DECLARATORY RELIEF

14 20. Plaintiffs, and each of them, re-allege and incorporates herein as if set forth in full the
15 allegations of Paragraphs 1-19 hereinabove as if set forth more fully herein below.

16
17 21. Pursuant to California Code of Civil Procedure §1060 et seq. Plaintiffs are entitled to
18 Declaratory Relief pertaining to the transactions hereinabove alleged. This action is brought seeking
such Declaratory Relief.

20 22. California *Code of Civil Procedure* §1060 provides that any person interested under a
21 written instrument, excluding a will or a trust, or under a contract, or who desires a declaration of his
22 or her rights or duties with respect to another, may bring an action for a declaration of his or her
23 rights and duties, including a determination of any question of construction or validity arising under
24 the instrument or contract by virtue of said statute.

25 23. Plaintiffs, and each of them, are persons who are so interested. Plaintiffs seek a
26 determination of construction and validity arising under the alleged subject legal instruments.

1 Plaintiffs seek a formal legal determination and adjudication of her rights, status, and legal relations
2 thereunder.

3 24. The alleged Deed of Trust pertaining to the aforementioned transactions is both a
4 deed and a contract within the meaning of California *Code of Civil Procedure* §1060 et seq.
5

6 25. Any alleged adjustable rate Note qualifies as a contract within the meaning of the said
7 statutes.

8 26. Plaintiffs, and each of their legal rights, status and legal relationships under said
9 alleged Note and Deed of Trust are affected by a foreclosure and trustee sale of her home which is
10 the property in question.

11 27. As a direct and proximate result of the missing, confusing and conflicting information
12 and legal notices provided by Defendants to Plaintiffs as set forth hereinabove, Plaintiffs's legal
13 rights have been impaired and jeopardized.

15 28. Upon information and belief, based upon the foregoing, Plaintiffs, and each of them,
16 allege that any Trustee Sale conducted by Defendant MTC FINANCIAL, INC. dba TRUSTEE
17 CORPS., would be illegal, unlawful and improper as Defendant MTC FINANCIAL, INC. dba
18 TRUSTEE CORPS., is not in legal or lawful possession of a legal right and standing to conduct such
19 a foreclosure.

21 29. Plaintiffs, and each of them, seek a Declaration that Defendant MTC FINANCIAL,
22 INC. dba TRUSTEE CORPS., allegedly the Trustee, has no legal standing to conduct a Trustee Sale,
23 and therefore, Defendants should be temporarily and permanently enjoined from attempting said
24 foreclosure and Trustee Sale. Plaintiffs accordingly seeks a recordable Judgment which may be
25 recorded establishing the said Declaration and Judgment of this Court in favor of Plaintiffs against
26 Defendants upon the causes of action alleged herein.

27 30. Plaintiffs, and each of them, reserve the right to seek hereafter monetary damages in
28

1 excess of \$10,000 as may be available to them upon proof to be adduced herein following Discovery.
2 This would include, but not be limited to, damages under California Trespass Statutes, RESPA,
3 HOEPA (Home Owner Equity Protection Act), as well as repayment of all their down payment
4 monies, all monthly payments paid to the Defendants, and each of them, and all attorney's costs and
5 reasonable expenses for this action.

SECOND CAUSE OF ACTION

INJUNCTIVE RELIEF

31. Plaintiffs, and each of them, re-allocate and incorporates herein as if set forth in full the allegations of paragraphs 1-30 hereinabove as if set forth more fully herein below.

32. Plaintiffs, and each of them, seek both immediate temporary and permanent injunctive relief. Plaintiffs's rights under both the allcged Note and Deed of Trust have been violated by the Defendants named herein.

33. This action of law pertains to the loss of title, and other impairment of title, to Plaintiffs's home. Plaintiffs's has no other adequate remedy at law.

34. Plaintiffs, and each of them have suffered irreparable harm and continue to suffer irreparable harm. If the injunctive relief herein requested is not immediately granted, Plaintiffs, and each of them will continue to suffer irreparable harm. This is particularly so since courts of equity have long recognized that damage to real property is unique and particularly worthy of constant protection by the court.

35. Plaintiffs, and each of them, believes and alleges that they have, based on the factual matter asserted hereinabove, a high likelihood of success on the merits of their legal claims as set forth herein.

36. The future potential harm to Defendants if the relief requested by Plaintiffs, and each of them, is granted to Plaintiffs is greatly outweighed by the immediate and continuing harm

1 Plaintiffs is suffering and will continue to suffer if the relief is not granted.

37. California statutory and case law is clear that equity will restrain wrongful acts where it is essential to preserve and protect property interests.

5 38. Under the circumstances present herein, where the known facts already establish that
6 Defendants are apparently attempting to engage in a wrongful foreclosure, with no legal interest or
7 standing to act in this matter, and where Plaintiff is in immediate danger of losing her home, no
8 bond should be required of them as a precondition of injunctive relief being granted.

THIRD CAUSE OF ACTION

FRAUDULENT MISREPRESENTATION

11 39. Plaintiffs, and each of them, re-alleges and incorporates herein as if set forth in full
12 the allegations of Paragraphs 1 through 38 hereinabove as if set forth more fully herein below.

13
14 40. Defendants INDYMAC BANK FSB ; ONEWEST BANK; JPMORGAN CHASE
15 BANK, N.A.; knowingly and intentionally concealed material information from Plaintiffs which is
16 required by State and Federal Statutes and Regulations to be disclosed to the Plaintiffs both before
and at the closing.

18 41. Defendants also materially misrepresented material information to the Plaintiffs with
19 full knowledge by Defendants that their affirmative representations were false, fraudulent, and
20 misrepresented the truth at the time said representations were made.

21 42. Under the circumstances, the material misrepresentations and omissions of the
22 defendant were malicious.

24 43. Plaintiffs, and each of them, not being investment bankers, securities dealers,
25 mortgage lenders, or mortgage brokers reasonably relied upon the representations of Defendants
26 INDYMAC BANK FSB ; ONEWEST BANK; JPMORGAN CHASE BANK, N.A. and their
27 authorized agents, in agreeing to allegedly execute the mortgage loan documents.

1 44. Had Plaintiffs known of the falsity of said Defendant's representations, Plaintiffs
2 would not have alleged entered into the transactions which are the subject of this action.

3 45. As a direct and proximate cause of the Defendants material omissions and material
4 misrepresentations, Plaintiffs, and each of them, , and each of them have suffered damages in excess
5 of \$10,000.

6 **FOURTH CAUSE OF ACTION**

7 **BREACH OF FIDUCIARY DUTY**

8 46. Plaintiffs, and each of them, re-alleges and incorporates herein as if set forth in full
9 the allegations of Paragraphs 1 through 45 hereinabove as if set forth more fully herein below.

10 47. Defendants INDYMAC BANK FSB ; ONEWEST BANK; JPMORGAN CHASE
11 BANK, N.A. (by their action in contracting to provide mortgage loan services and a loan program to
12 the Plaintiffs which was not only not best suited to the Plaintiffs given her income and expenses, but
13 also by which the Plaintiffs would also be able to satisfy their obligations without risk of losing their
14 home) were "fiduciaries" in which Plaintiffs reposed trust and confidence, especially given that
15 Plaintiffs was not and is not investment bankers, securities dealers, mortgage lenders or mortgage
16 brokers.

17 48. Defendants INDYMAC BANK FSB ; ONEWEST BANK; JPMORGAN CHASE
18 BANK, N.A. breached their fiduciary duties to the Plaintiffs by fraudulently inducing Plaintiffs to
19 enter into a mortgage transaction which was contrary to Plaintiffs's best interest and contrary to the
20 Plaintiffs's preservation of her home.

21 49. As a direct and proximate result of the Defendant's breaches of their fiduciary duties,
22 Plaintiffs, and each of them have suffered damages in excess of \$10,000.

23 50. Under the totality of the circumstances, the Defendant's actions were willful, wanton,
24 intentional, and with a callous and reckless disregard for the rights of the Plaintiffs; thereby

1 justifying an award of not only actual damages, but exemplary punitive damages to serve as a
2 deterrent not only as to future conduct of the named Defendant herein, but also to other persons or
3 entities with similar inclinations.

4 **FIFTH CAUSE OF ACTION**

5 **UNJUST ENRICHMENT**

6 51. Plaintiffs, and each of them, re-alleges and incorporates herein as if set forth fully the
7 allegations of Paragraphs 1 through 50 hereinabove as if set forth more fully herein below.

8 52. Defendants INDYMAC BANK FSB ; ONEWEST BANK; JPMORGAN CHASE
9 BANK, N.A. had an implied contract with the Plaintiffs, and each of them, to ensure that the
10 Plaintiffs understood all fees which would be paid to the Defendants INDYMAC BANK FSB ;
11 ONEWEST BANK; JPMORGAN CHASE BANK, N.A. to obtain credit on Plaintiffs's behalf and to
12 not charge any fees which were not related to the settlement of the loan without full disclosure to the
13 Plaintiffs.
14

15 53. Defendant INDYMAC BANK FSB ; ONEWEST BANK; JPMORGAN CHASE
16 BANK, N.A. cannot in good conscience and equity retain the benefits from their actions of charging
17 a higher interest rate, fees, rebates, kickbacks, profits (including but not limited to those from the
18 resale of mortgages and notes using Plaintiffs, and each of them, identity, credit score, and
19 reputation without the consent, right, justification or excuse as part of an illegal enterprise scheme
20 and gains and yield spread premiums unrelated to the settlement services provided at closing.
21

22 54. The Defendants named herein have been unjustly enriched at the expense of the
23 Plaintiffs and maintenance of the enrichment would be contrary to the rules and principles of equity
24 and would make the Court in fact a party in the illegal and fraudulent actions of the Defendants.
25

26 55. Plaintiffs, and each of them, demands restitution in excess of \$10,000 from all the
27 Defendants named herein in the form of actual damages, exemplary damages, and attorney's fees and
28 costs.
29

1
SIXTH CAUSE OF ACTION

2 CIVIL CONSPIRACY

3 56. Plaintiffs, and each of them, re-alleges and incorporates herein as if set forth fully the
4 allegations of Paragraphs 1 through 55 hereinabove as if set forth more fully herein below..

5 57. In connection with the application for and consummation of the mortgage loan the
6 subject of this action, Defendants agreed, between and among themselves, to engage in actions and a
7 course of conduct designed to further an illegal act or accomplish a legal act by unlawful means, and
8 to commit one or more overt acts in furtherance of the conspiracy to defraud Plaintiffs.

9 58. Defendants agreed between and among themselves to engage in the conspiracy to
10 defraud for the common purpose of accruing economic gains for themselves at the expense of and
11 detriment to the Plaintiffs.

12 59. The actions of the Defendants were committed intentionally, willfully, wantonly, and
13 with reckless disregard for the rights of the Plaintiffs.

14 60. As a direct and proximate result of the actions of the Defendants in combination
15 resulting in fraud and breaches of fiduciary duties, Plaintiffs, and each of them have suffered
16 damages.

17 61. Plaintiffs, and each of them, thus demands an award of actual, compensatory, and
18 punitive damages.

21 SEVENTH CAUSE OF ACTION

22 CIVIL RICO

23 62. Plaintiffs, and each of them, re-alleges and incorporates herein as if set forth fully the
24 allegations of Paragraphs 1 through 61 hereinabove as if set forth more fully herein below.

25 63. Defendants are "persons" as defined by the California Civil Code.

26 64. The conspiracy the subject of this action has existed from the date of application to

1 the present, with the injuries and damages resulting there from the beginning and continuing.

2 65. Defendants' actions and use of multiple corporate entities, multiple parties, and
3 concerted and predetermined acts and conduct specifically designed to defraud Plaintiffs constitutes
4 an "enterprise", with the aim and objective of the enterprise being to perpetrate a fraud upon the
5 Plaintiffs through the use of intentional non-disclosure, material misrepresentation, and creation of
6 fraudulent loan documents.

7 66. Each of the Defendants is an "Enterprise Defendant."

8 67. As a direct and proximate result of the actions of the Defendants, Plaintiffs, and each
9 of them, , and each of them have and continues to suffer damages.
10

11 EIGHTH CAUSE OF ACTION

12 COMPLAINT TO QUIET TITLE TO REAL PROPERTY

13 68. Plaintiffs, and each of them, re-alleges and incorporates herein as if set forth fully the
14 allegations of Paragraphs 1 through 67 hereinabove as if set forth more fully herein below.
15

16 69. Plaintiffs, and each of them, is unaware who the actual holders in due course are and
17 the known Defendants have failed to produce a note showing they have an interest in the property.

18 70. Plaintiffs, and each of them, by this complaint demands that the Deeds of Trust be
19 rescinded and the subject loans be canceled since the notes have been severed from the Mortgage.
20 Hence, without this action, neither the rescission nor the re-conveyance which the Plaintiffs is
21 entitled to file (as attorney in fact for the originating lender) gives Plaintiffs full and clear title to the
22 property.

23 71. The real party in interest on the lender side may be the owner of the asset backed
24 security issued by the Special Purpose Vehicle, the insurer through some claim of equitable interest,
25 or the Federal Government through the United States Department of Treasury or the Federal
26 Reserve. The security is a "securitized" bond deriving its value from the underlying mortgages of
27

which the subject is onc. Thus Plaintiffs is entitled to quiet title against Defendants, clearing title of the purported subject mortgage encumbrance.

72. Plaintiffs, and each of them, is ignorant of the true names and capacities of
Defendants sued herein as DOES inclusive, and therefore sues these Defendants by such fictitious
names. Plaintiffs will amend this complaint to allege their true names and capacities when
ascertained.

8 73. Plaintiffs, and each of them, is informed and believes and therefore alleges that, at all
9 times herein mentioned, each of the Defendants sued herein was the agent and employee of each of
10 the remaining Defendants and was at all times acting within the purpose and scope of such agency
11 and employment.

12 74. Plaintiffs, and each of them, is informed and believes thereupon alleges that each of
13 the Defendants claim or might claim an interest in the property adverse to the Plaintiffs herein.
14 However, the claim of the Defendants is without any right whatsoever, and said Defendants have no
15 legal or equitable right, claim, or interest in said property.

17 75. Plaintiffs, and each of them, therefore seeks a Declaration of this court that the true
18 title to the subject property is vested in Plaintiffs alone and that the Defendants herein, and each of
19 them, be declared to have no interest, estate, title, or right in the subject property and that said
20 Defendants and each of them be forever enjoined from asserting any estate, right, title, or interest in
21 the subject property adverse to Plaintiffs herein.

22 76. WHEREFORE, in this Count, Plaintiffs, and each of them, prays this Court will enter
23 judgment against Defendants and each of them, as follows:

24 a. For an order compelling said Defendant, and each of them, to transfer or
25 release legal title and alleged encumbrances thereon and possession of the subject property to
26 Plaintiff's herein:

1 b. For a declaration and determination that Plaintiffs, and each of them, is the
2 rightful holder of title to the property and that Defendant herein, and each of them, be declared to
3 have no estate, right, title or interest in said property;

4 c. For a judgment forever enjoining said defendants, and each of them, from
5 claiming any estate, right, title or interest in the subject property;

6 d. For costs of suit herein incurred;

7 e. For such other and further relief as the court may deem proper.

8

NINTH CAUSE OF ACTION

USURY and FRAUD

9

10 77. Plaintiffs, and each of them, reaffirm and re-allege the above paragraphs 1-76
11 hereinabove as if set forth more fully herein below.

12

13 78. The subject loan, note, and mortgage was structured so as to create the appearance of
14 a higher value of the real property than the actual fair market value.

15

16 79. Plaintiffs, and each of them, is informed and believes and thereon alleges that, at all
17 times herein mentioned, each of the defendants sued herein was the agent and employee of each of
18 the remaining defendants and was at all times acting within the purpose and scope of such agency
19 and employment. Since Defendants do not have the Note in question for these loans, Defendants,
20 thereby have no right and no authority to bring any action against the Plaintiffs. In fact defendants
21 do not even have the right to come into court since they have no interest in the subject property
22 which is the home of the Plaintiffs.

23

24 80. Defendants disguised the transaction to create the appearance of the lender being a
25 properly chartered and registered financial institution authorized to do business and to enter into the
26 subject transaction when in fact the real party in interest was not disclosed to Plaintiffs, as aforesaid,
27 and neither were the various fees, rebates, refunds, kickbacks, profits and gains of the various parties

1 who participated in this unlawful scheme.

81. Said real party in interest, i.e., the source of funding for the loan and the person to whom the note was transmitted or eventually "assigned" was neither a financial institution nor an entity or person authorized, chartered or registered to do business in this State nor to act as banking, lending or other financial institution anywhere else.

7 82. As such, this fraudulent scheme, (which was in actuality a plan to trick the Plaintiffs
8 into signing what would become a negotiable security used to sell unregulated securities under
9 fraudulent and changed terms from the original note) was in fact a sham to use Plaintiffs's interest in
10 the real property to collect interest in excess of the legal rate.

11 83. The transaction involved a loan of money pursuant to a written agreement, and as
12 such, subject to the rate limitation set forth under state and federal law. The "formula rate"
13 referenced in those laws was exceeded by a factor in excess of 10 contrary to the applicable law and
14 contrary to the requirements for disclosure under TILA and HOEPA.

15 84. Under Applicable law, the interest charged on this usurious mortgage prevents any
16 collection or enforcement of principal or interest of the note, voids any security interest thereon, and
17 entities the Plaintiffs, and each of them, to recovery of all money or value paid to Defendants, plus
18 treble damages, interest, and attorney fees if Plaintiffs hires counsel.
19

20 85. Under Applicable Law Plaintiffs are also entitled and demand a permanent injunction
21 be entered against the Defendants (a) preventing them from taking any action or making any report
22 in furtherance of collection on this alleged debt which was usurious, as aforesaid (b) requiring the
23 records custodian of the county in which the alleged mortgage and other instruments are recorded to
24 remove same from the record, (c) allowing the filing of said order in the office of the clerk of the
25 property records where the subject property, "Loan transaction" and any other documents relating to
26 this transaction are located and (d) dissolving any lis pendens or notice of pendency relating to the

1 Defendants purported claim.

RELIEF SOUGHT

4 WHEREFORE, having set forth numerous legally sufficient causes of actions against the
5 Defendants, Plaintiffs, and each of them, pray for the entry of Final Judgment against all Defendants
6 jointly and severally in an amount not yet quantified but to be proven at trial and such other amounts
7 to be proven at trial, and for costs and attorneys' fees; that the Court find that the transactions the
8 subject of this action are illegal and are deemed void; that the foreclosure which was instituted be
9 deemed and declared illegal and void and that further proceedings in connection with the foreclosure
10 be enjoined; and for any other and further relief which is just and proper. Moreover, Plaintiffs asks
11 the Court to Temporarily and Permanently Stay any action of Foreclosure or Eviction by the
12 Defendants against the Plaintiffs. Also Plaintiffs asks the Court for a Quiet Title action to bar the
13 Defendants forever from coming against the Plaintiffs. The Plaintiffs, and each of them, asks the
14 Court for not only statutory damages but also punitive damages wherever appropriate. This will
15 send a message to the Defendants and others not to fraudulently abuse the American consuming
16 public.

WHEREFORE, Plaintiffs, and each of them, demand Judgment herein and respectfully pray
for:

- 20 1. A Declaration of their legal rights under California *Code of Civil Procedure*
21 §1060, et seq.

22 2. A Declaration that they are the lawful owners of the property described, which
23 Declaration shall continue in full force and effect with an action to quiet title from any future
24 challenges.

25

26 3. That the Defendants be restrained from any future illegal and wrongful
27 foreclosure as any attempt would be of no legal effect and void and would create further irreparable

harm.

4. That the Defendants be enjoined from claiming or alleging any lawful basis for their alleged attempted foreclosure of the Property and that they be enjoined to depart hence.

5. That a Temporary, Preliminary, and Permanent Injunction be issued against the Defendants to prevent them from seeking any unlawful detainer or eviction action.

6. That Plaintiffs, and each of them, hereby reserve the right to seek recovery hereafter of damages in excess of \$10,000 to which they may be entitled after Discovery based on potential violations of Federal and State statutes.

7. That Plaintiffs, and each of them, recover all their reasonable attorney's expenses and costs.

8. That Defendants remove any derogatory credit reporting entries related to Plaintiffs.

9. That Plaintiffs, and each of them, recover other such further relief as to the Court shall seem proper.

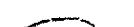
DEMAND FOR JURY TRIAL.

Plaintiffs, and each of them, demand trial by jury of all matters so triable as a matter of right.

September 30, 2009

Respectfully submitted,

LAW OFFICES OF ANNETTE GOUDY

A handwritten signature in black ink, appearing to read "Annette Goudy".

18

COMPLAINT

EXHIBIT

PAGE

1 Attorney for Plaintiffs
2
3

4
5 VERIFICATION
6
7

I, REINALDO J. AYALA, am one of the Plaintiffs in the above-entitled action. I have read
the foregoing and know the contents thereof. The same is true of my own knowledge, except as to
those matters which are therein alleged on information and belief, and as to those matters, I believe it
to be true. I declare under penalty of perjury that the foregoing is true and correct and that this
declaration was executed at Santa Ana, California.

September 30, 2009

REINALDO J. AYALA

I, BEVERLY R. AYALA, am one of the Plaintiffs in the above-entitled action. I have read
the foregoing and know the contents thereof. The same is true of my own knowledge, except as to
those matters which are therein alleged on information and belief, and as to those matters, I believe it
to be true. I declare under penalty of perjury that the foregoing is true and correct and that this
declaration was executed at Santa Ana, California.

September 30, 2009

Beverly R. Ayala
BEVERLY R. AYALA

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

SEP 30 2009

ALAN CARLSON, Clerk of the Court

BY: N. DOREMAN, Deputy

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

INDYMAC BANK FSB ; ONEWEST BANK; MTC FINANCIAL, INC., dba TRUSTEE CORPS; JPMORGAN CHASE BANK, N.A.; MORTGAGE ELECTRONIC REGISTRATION SYSTEM; and DOES 1 - 10

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
REINALDO J. AYALA and BEVERLY R. AYALA

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol) o poniéndose en contacto con la corte o el colegio de abogados locales.

30-2009

The name and address of the court is:

(El nombre y dirección de la corte es):
Central Justice Center (CJC), Central Justice Center (CJC)
P.O. Box 1994
Santa Ana, CA 92702-0838

CASE NUMBER:

(Número del Caso) **00307266**

JUDGE DAVID R. CHAFFEE

C-20

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: _____

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Annette L. Goudy, Law Offices of Annette L. Goudy
2021 E 4th Street, Suite 200
Santa Ana, CA 9205 714-716-6933

DATE: **SEP 30 2009** ALAN CARLSON Clerk, by **N. DOREMAN**, Deputy
(Fecha) (Secretary) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify):

under: <input type="checkbox"/>	CCP 416.10 (corporation)	<input type="checkbox"/>	CCP 416.60 (minor)
<input type="checkbox"/>	CCP 416.20 (defunct corporation)	<input type="checkbox"/>	CCP 416.70 (conservatee)
<input type="checkbox"/>	CCP 416.40 (association or partnership)	<input type="checkbox"/>	CCP 416.90 (authorized person)

4. by personal delivery on (date):

15.00

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3 Law Offices of Annette L. Goudy
4 2021 E. 4th Street, Suite 200
5 Santa Ana, California 92705

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

SEP 30 2009

ALAN CARLSON, Clerk of the Court
BY: N. DORFMAN, DEPUTY

5 _____ SPACE ABOVE THIS LINE FOR RECORDER'S USE

CONFORMED COPY
Not Compared with Original

6 SUPERIOR COURT OF THE STATE OF CALIFORNIA
7 FOR THE COUNTY OF ORANGE

8 30-2009

9 REINALDO J. AYALA and
10 BEVERLY R. AYALA

Case No. 00307266

11 Plaintiffs

NOTICE OF PENDENCY OF ACTION

12 VS.
13 INDYMAC BANK FSB ; ONEWEST BANK;
14 MTC FINANCIAL, INC., dba TRUSTEE
15 CORPS; JPMORGAN CHASE BANK, N.A.;
16 MORTGAGE ELECTRONIC
17 REGISTRATION SYSTEM; and DOES 1 - 10

Defendants

JUDGE DAVID R. CHAFFEE

D-20

18 NOTICE OF PENDENCY OF ACTION [CCP Section 405.20]

19 Notice is given that the above-entitled action was filed in the above-entitled court on
20 September 30, 2009 by REINALDO J. AYALA and BEVERLY R. AYALA, Plaintiffs, against
21 INDYMAC BANK FSB ; ONEWEST BANK; MTC FINANCIAL, INC., dba TRUSTEE CORPS;
22 JPMORGAN CHASE BANK, N.A.; MORTGAGE ELECTRONIC REGISTRATION SYSTEM;
23 and DOES 1 - 10, Defendants. The action affects title to specific real property as identified in the
24 Complaint in the action.

25 The specific real property affected by the action is located in Orange County, California, and
26 is described as follows:

27 23691 Sidney Bay, Dana Point, California, 92629, also described as :

1
EXHIBIT
NOTICE OF PENDENCY OF ACTION

PAGE

23

1 Lot 38 of Tract No. 6883, in the City of Dana Point, County of Orange, State of California, as
2 per Map recorded in Book 269, Pages 15, 16 and 17 of Miscellaneous Maps, in the Office of the
3 County Recorder of Said County. Parcel 2: A non-exclusive easement for the purposes set forth in
4 and over the land described in Paragraph 5 of the Supplementary Declaration of Covenants,
5 Conditions and Restrictions recorded February 4, 1971 in Book 9527, Page 237, Official Records.
6 This conveyance is made and accepted and said property is hereby granted subject to that certain
7 Declaration of Establishment of Protective Covenants, Conditions and Restrictions recorded
8 December 3, 1969 in Book 9153, Page 259, Official Records, and the Supplementary Declaration of
9 Covenants, Conditions and Restrictions recorded February 4, 1971 in Book 9537, Page 237, Official
10 Records, and the Covenants, Conditions, Restrictions, Rights, Easements, Reservations, Benefits and
11 Burdens therein contained, each and all of which are hereby expressly incorporated herein by
12 reference as though set out herein in full.

13 Assessor's Parcel Number 672-081-38.

14 September 30, 2009

15 **ACKNOWLEDGMENT**

16 State of California

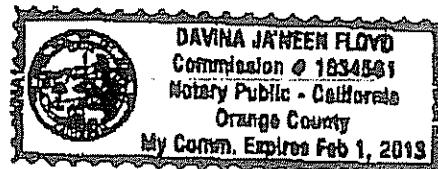
17 County of Orange

18 On September 30, 2009 before me, Davina JANEEN FLOYD NOTARY PUBLIC personally appeared
19 Annette L. Goudy, who proved to me on the basis of satisfactory evidence to be the person(s) whose
20 name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
21 executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
22 the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
23 instrument;

24 I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
25 paragraph is true and correct.

26 WITNESS my hand and official seal.

27 Signature Davina JANEEN FLOYD



28 (Seal)

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge James V. Selna and the assigned discovery Magistrate Judge is Marc Goldman.

The case number on all documents filed with the Court should read as follows:

SACV09 - 1205 JVS (MLGx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

Western Division
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

Southern Division
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

Eastern Division
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself)
REINALDO J AYALA and BEVERLY R AYALA,

DEFENDANTS

INDYMAC BANK FSB; ONEWEST BANK; MTC FINANCIAL, INC , dba TRUSTEE CORPS; JPMORGAN CHASE BANK N A ; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS; and DOES 1-10

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same)
Annette L Goudy, Esq LAW OFFICES OF ANNETTE L GOUDY - 2021 E 4th Street, Suite 200, Santa Ana, CA 92705; (714) 716-6933

Attorneys (If Known)

Richard J Reynolds, Esq TURNER, REYNOLDS, GRECO & O'HARA - 16485 Laguna Canyon Road, Suite 250, Irvine, CA 92618; (949) 474-6900

II. BASIS OF JURISDICTION (Place an X in one box only)

1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)
 2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant)

Citizen of This State	<input type="checkbox"/> PTF <input type="checkbox"/> DEF	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> PTF <input type="checkbox"/> DEF
Citizen of Another State	<input type="checkbox"/> 2 <input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5 <input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6

IV. ORIGIN (Place an X in one box only)

1 Original 2 Removed from 3 Remanded from 4 Reinstated or 5 Transferred from another district (specify): 6 Multi-District Litigation 7 Appeal to District Judge from Magistrate Judge
Proceeding State Court Appellate Court Reopened

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: Yes No

MONEY DEMANDED IN COMPLAINT: \$ _____

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity)
Truth in Lending Act ("TILA") 15 U.S.C. Section 1601; 15 U.S.C. Section 1637 (Ownership and Equity Protection Act); RICO 18 U.S.C. Sections 1961-1968

VII. NATURE OF SUIT (Place an X in one box only)

OTHER STATUTES	CONTRACT	TORTS	TORTS	PRISONER PETITIONS	LABOR
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL PROPERTY	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 520 Habeas Corpus	<input type="checkbox"/> 720 Labor/Mgmt. Relations
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 530 General	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
<input type="checkbox"/> 450 Commerce/ICC Rates/etc	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage	<input type="checkbox"/> 540 Mandamus/ Other	<input type="checkbox"/> 790 Other Labor Litigation
<input checked="" type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 388 Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 15B	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> PROPERTY RIGHTS
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Other Personal Injury	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 850 Securities/Commodities/ Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 625 Drug Related Seizure of Property	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> SOCIAL SECURITY
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 891 Agricultural Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> IMMIGRATION	<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 892 Economic Stabilization Act	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 446 American with Disabilities - Other	<input type="checkbox"/> 660 Occupational Safety /Health	<input type="checkbox"/> 863 DIWC/DIWW (405(g))
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 463 Habeas Corpus-Alien Detainee	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 894 Energy Allocation Act	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 465 Other Immigration Actions			<input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 245 Tort Product Liability				<input type="checkbox"/> FEDERAL TAX SUITS
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	<input type="checkbox"/> 290 All Other Real Property				<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 950 Constitutionality of State Statutes					<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

FOR OFFICE USE ONLY: Case Number: SA CV09-0125JS (MLG x)

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes
 If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes
 If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) A Arise from the same or closely related transactions, happenings, or events; or
 B Call for determination of the same or substantially related or similar questions of law and fact; or
 C For other reasons would entail substantial duplication of labor if heard by different judges; or
 D Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District: [*]	California County outside of this District; State, if other than California; or Foreign Country
Orange	

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District: [*]	California County outside of this District; State, if other than California; or Foreign Country
Orange	

- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.
 Note: In land condemnation cases, use the location of the tract of land involved.

County in this District: [*]	California County outside of this District; State, if other than California; or Foreign Country
Orange	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X SIGNATURE OF ATTORNEY (OR PRO PER): Wendy J. Reynolds Date October 15, 2009

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969 (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended (42 U.S.C. (g))